

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dent Wizard International Corporation		02/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	300 St. Peters Centre Drive		
City:	St. Peters		
State/Country:	MISSOURI		
Postal Code:	63376		
Entity Type:	State Bank: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86301306	DING GUARD	
Serial Number:	86386322	WIZARDPRO TRACKER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	bdm@carmodymacdonald.com		
Correspondent Name:	Ben D. McIntosh		
Address Line 1:	120 S. Central Ave.		
Address Line 2:	Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Ben. D. McIntosh		
SIGNATURE:	/Ben D. McIntosh/		
DATE SIGNED:	02/09/2015		
Total Attachments: 5			
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**FIRST AMENDMENT TO PATENT, TRADEMARK
AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this “**Amendment**”) is made and entered into as of February 5, 2015, by DENT WIZARD INTERNATIONAL CORPORATION, a Delaware corporation, DENT WIZARD ACQUISITION CORPORATION, a Delaware corporation, DENT WIZARD INTERNATIONAL CORPORATION (SOUTHWEST), a Delaware corporation, and DENT WIZARD INTERNATIONAL CORPORATION (WEST), a Delaware corporation (the foregoing, collectively, the “**Debtors**” and each individually, a “**Debtor**”), and ENTERPRISE BANK & TRUST, a Missouri state bank (“**Lender**”). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to that certain Loan Agreement dated as of April 4, 2014, as amended by the First Amendment to Loan Agreement dated as of April 4, 2014 (as so amended, the “**Existing Loan Agreement**”); and

WHEREAS, in connection with the execution of the Existing Loan Agreement, the Lender required that Debtors execute and deliver to the Lender that certain Patent, Trademark and License Security Agreement dated as of April 4, 2014 (the “**IP Security Agreement**”); and

WHEREAS, concurrently herewith, the Borrower and the Lender have entered into that certain Second Amendment to Loan Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, the “**Second Amendment to Loan Agreement**”), which Second Amendment to Loan Agreement amends the Existing Loan Agreement (the Existing Loan Agreement, as so amended by the Second Amendment to Loan Agreement, and as may be further amended, modified, restated supplemented or extended from time to time, the “**Loan Agreement**”); and

WHEREAS, in order to induce the Lender to make loans to the Borrower or to make other financial accommodations for the benefit of the Borrower pursuant to the terms of the Loan Agreement, Debtors have agreed to execute and deliver this Amendment, which amends the IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Schedule D** to the IP Security Agreement is hereby amended to add the items listed on the **Schedule D Annex** attached hereto and incorporated herein by this reference.
2. All references in the IP Security Agreement to “this Agreement” and any other references of similar import shall henceforth mean the IP Security Agreement as amended by this

Amendment and as the same may from time to time be further amended, modified, extended, renewed or restated. All references in the other Transaction Documents to the IP Security Agreement and any other references of similar import shall henceforth mean the IP Security Agreement as amended by this Amendment and as the same may from time to time be further amended, modified, extended, renewed or restated.

3. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the IP Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.
4. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtors may not assign, transfer or delegate any of their respective rights or obligations under the IP Security Agreement as amended by this Amendment.
5. Debtors hereby represent and warrant to the Lender that all of the representations and warranties made by Debtors, or any of them, in the IP Security Agreement are true and correct in all material respects on and as of the date of this Amendment as if made on and as of the date of this Amendment.
6. In the event of any inconsistency or conflict between this Amendment and the IP Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.
7. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).
8. This Amendment may be executed in any number of counterparts (including telecopy counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart thereof.
9. Notwithstanding any provision contained in this Amendment to the contrary, this Amendment shall not be effective unless and until the Second Amendment to Loan Agreement is effective.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES FOLLOW]**

**COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO PATENT, TRADEMARK
AND LICENSE SECURITY AGREEMENT**

IN WITNESS WHEREOF, Debtors and the Lender have executed this Amendment as of the day and year first set forth above.

"DEBTORS"

DENT WIZARD INTERNATIONAL CORPORATION,
as Debtor

By: Mark Wagner
Name: Mark Wagner
Title: Secretary

DENT WIZARD ACQUISITION CORPORATION, as
Debtor

By: Fraser Preston
Name: Fraser Preston
Title: Secretary

DENT WIZARD INTERNATIONAL CORPORATION
(SOUTHWEST), as Debtor

By: Mark Wagner
Name: Mark Wagner
Title: Secretary

DENT WIZARD INTERNATIONAL CORPORATION
(WEST), as Debtor

By: Mark Wagner
Name: Mark Wagner
Title: Secretary

"LENDER"

ENTERPRISE BANK & TRUST, as Lender

By: _____
Print Name: Jason Koelling
Title: Vice President

COUNTERPART SIGNATURE PAGE TO
FIRST AMENDMENT TO PATENT, TRADEMARK
AND LICENSE SECURITY AGREEMENT

IN WITNESS WHEREOF, Debtors and the Lender have executed this Amendment as of the day and year first set forth above.

"DEBTORS"

DENT WIZARD INTERNATIONAL CORPORATION,
as Debtor

By: _____
Name: Mark Wagner
Title: Secretary

DENT WIZARD ACQUISITION CORPORATION, as
Debtor

By: _____
Name: _____
Title: _____

DENT WIZARD INTERNATIONAL CORPORATION
(SOUTHWEST), as Debtor


By: _____
Name: Mark Wagner
Title: Secretary

DENT WIZARD INTERNATIONAL CORPORATION
(WEST), as Debtor

By: _____
Name: Mark Wagner
Title: Secretary

"LENDER"

ENTERPRISE BANK & TRUST, as Lender

By:  _____
Print Name: Jason Koelling
Title: Vice President

SCHEDULE D ANNEX

United States Trademark Applications

<u>Debtor</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Jurisdiction</u>
Dent Wizard International Corporation	Ding Guard	86/301,306	6/5/14	United States
Dent Wizard International Corporation	Wizardpro Tracker	86/386,322	9/5/14	United States
Dent Wizard International Corporation	Ding Shield	1646275	10/3/13	Canada
Dent Wizard International Corporation	Ding Shield & Design	1646276	10/3/13	Canada